REMARKS

Claim rejections under 35 USC 102

Claims 1-2 and 6-7 have been rejected under 35 USC 102(e) as being anticipated by Huberman (6,078,906). Claim 1 is an independent claim, from which claims 2 and 6-7 ultimately depend. Applicant submits that as amended, claim 1 is patentable over Huberman, such that claims 2 and 6-7 are patentable over Huberman as well.

Applicant submits that claim 1 is patentable over Huberman for three separate and independent reasons. The Examiner just has to agree with one of the reasons to find claim 1 patentable. First, Huberman does not teach or disclose storing a job ticket as an "object," in contradistinction to the claimed invention. Second, even if Huberman did disclose storing a job ticket as an object, Huberman does not teach such an object including "a service identifier identifying the *job ticket service* storing the job ticket," in contradistinction to the claimed invention. Third, even if Huberman did disclose storing a job ticket as an object, Huberman does not teach such an object including "a control data section *including at least programming to complete the job ticket*." Each of these independent and separate reasons is now discussed in more detail.

Huberman does not disclose storing a job ticket as an object

The claimed invention is limited to the job ticket being stored as an "object." It is useful to consider how those of ordinary skill within the art interpret what an object "is" in order to understand the metes and bounds of the claimed invention are. For instance, the Wikipedia web site, at http://en.wikipedia.org/wiki/Object_%28computer_science%29, defines an object as follows: in "object-oriented programming, an object is an individual unit of run-time data storage that is used as the basic building block of programs." Similarly, the TechWeb web site at http://www.techweb.com/encyclopedia/ defines an object as follows: a "self-contained module of

data and its associated processing. Objects are the software building blocks of object technology." That is, an object is a rather particular type of element.

Now, Huberman does not use the terminology "object" at all within its disclosure. There is various data here and various data there in Huberman, which may or may not store all the things that are stored in the object of the claimed invention, but significantly, Huberman does not disclose storing *anything* as an object. Indeed, on page 3 of the final office action, the Examiner has simply stated that "the job ticket is stored as an object comprising" without actually providing any support as to where Huberman discloses storing its data as an object! Therefore, Applicant can only conclude that the Examiner, too, could not find the terminology "object" within Huberman. Insofar as Huberman does not disclose storing its job ticket as an object, Huberman cannot anticipate the claimed invention.

More specifically, the standard for anticipation is as follows. "Anticipation requires the disclosure in a single prior art reference of each element of the claim under consideration." (W.L. Gore Assocs. v. Garlock, 721 F.2d 1540, 220 USPQ 303,313 (Fed. Cir. 1983)) The prior art reference must disclose each element of the claimed invention "*arranged as in the claim*." (Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co., 730 F.2d 1452, 221 USPQ 481, 485 (Fed. Cir. 1984)) Here, Huberman may or may not disclose the various elements of a job ticket that are stored in the claimed invention's object (e.g., a job identifier, a service identifier, a task section, and a control data section). Importantly, however, Huberman does not disclose these various elements of a job ticket *within an object*, as one of ordinary skill within the art would interpret the term "object." To this extent, Huberman does not disclose the elements of the claimed invention "arranged as in the claim." That is, it does not disclose the various elements of a job ticket as they are arranged in the claimed invention, specifically as an object. Therefore, Huberman does not anticipate the claimed invention.

Huberman does not teach an object including a service identifier as in the claimed invention

The claimed invention is limited to the object in question including "a service identifier identifying the *job ticket service* storing the job ticket." In the final office action, at the bottom of page 2 and the top of page 3, the Examiner indicated that the abstract and column 3, lines 54-60 of Huberman discloses a job ticket service in that a "broker provides a *job ticket service* by handling requests for document services on behalf of customers, suppliers." Therefore, under this reading of Huberman, a service identifier identifying the job ticket service has to be the identity of the broker, or the identity of the job ticket service provided by the broker.

However, the Examiner later indicates on page 3 of the final office action that Huberman teaches a service identifier identifying the job ticket service storing the job ticket, as in the claimed invention, in column 5, lines 15-19, "e.g., name and internet address of the winning supplier." The name and Internet address of the winning supplier, however, is not a service identifier identifying the job ticket service that stores the job ticket! If Huberman is to be construed per the Examiner, where the job ticket service is provided by a broker by "handling requests for document services on behalf of customers, supplier," then the identity of the winning supplier cannot be and is not a service identifier that identifies this job ticket service. For this reason as well, Huberman does not anticipate the claimed invention.

More specifically, the Examiner has provided an inconsistent interpretation of Huberman that on its face fails to teach or disclose the claimed invention. Either the Examiner may be correct in stating that Huberman discloses a job ticket service in that a broker provides such a service by handling requests on behalf of customers or suppliers, *or* the Examiner may be correct in stating that Huberman discloses a service identifier identifying the job ticket service storing the job ticket in that the name and Internet address of the winning supplier is this information. If the Examiner is correct in the former case – that is, Huberman discloses a job ticket service in that a broker provides such a service by handling requests on behalf of customers or suppliers – then Huberman does not teach a service identifier as in the claimed invention, because the name and

Internet address of the winning supplier does not identify what the Examiner earlier has said is the job ticket service. If the Examiner is correct in the latter case – that is, Huberman discloses a service identifier identifying the job ticket service in that the name and Internet address of the winning supplier is this identifier – then Huberman does not teach a job ticket service as in the claimed invention, because the broker providing a job ticket service by handling requests on behalf of customers or suppliers is not that which is identified by the name and Internet address of the winning supplier.

In sum, the Examiner has provided a contradictory and inconsistent interpretation of Huberman as to the phrase "job ticket service." As first introduced in the claim, this phrase is interpreted by the Examiner as one thing in Huberman. Upon later recitation in the claim, this phrase is interpreted by the Examiner as a completely different thing in Huberman. Claim terms, however, of course have to be interpreted *consistently* throughout the claim. As it now stands, Huberman does not anticipate the claimed invention, because it does not disclose a job ticket service as in the claimed invention *or* it does not disclose a service identifier identifying the job ticket service as in the claimed invention.

Huberman does not disclose a control data section including at least programming

The claimed invention is limited to the object in question including "a control data section including at least *programming to complete the job ticket*." It is important to understand more thoroughly what this means. The claimed invention stores a job ticket as an object, as has been described above. The object includes four elements: a job identifier, a service identifier (as has been described above), a task section, and a control data section. The control data section of the object includes at least *programming* to complete the job ticket. That is, in other words, the object includes both *data* (job identifier, service identifier, and task section), and *programming* to complete the job ticket. The claimed invention is thus limited to a particular type of object, one that includes *programming* in addition to simply *data*.

Now, the Examiner has stated on pages 3 and 4 of the final office action that column 10, lines 3-18 and column 13, lines 12-36 disclose a control data section including at least programming to complete the job ticket, as in the claimed invention, in that the "customer process 210a and supplier process 220 can execute the transaction automatically." However, having two processes in Huberman, like the process 210a and the process 220, executing a transaction does not mean that that the *object itself* stores the programming of these processes, as in the claimed invention. In other words, the referenced processes in Huberman are not disclosed in Huberman as being part of an object that also stores data (job identifier, service identifier, and task section). Therefore, Huberman does not disclose an object in which there is *programming* to complete the job ticket stored in the object, and thus does not anticipate the claimed invention.

The Examiner also alludes on page 4 of the final office action to a conclusion that "*inherently* there is a control data section including at least programming to complete the job ticket" insofar as the processes 210a and 220 execute a transaction. However, it does not necessarily follow that a description of programming, as represented by the processes 210a and 220 in Huberman, means that the programming has to be part of a particular *object* that also stores data. Stated another way, you can implement programming in one of two different ways. The traditional methodology is that you have programs, or processes or programming, that operate on data. The object-oriented methodology is that you have objects, where the objects can include both data and the programming. Huberman explicitly discloses the former approach, and explicitly does not disclose the latter approach. Therefore, you cannot say that disclosing processes operating on data necessarily means that the processes are part of objects also storing data. That is, there is nothing *inherent* in the disclosure of processes operating on data, as in Huberman, in relation to the processes being part of objects, as in the claimed invention.

The legal standard for inherency is as follows. "Inherency . . . may not be established by *probabilities* or *possibilities*. The mere fact that a certain thing *may* result from a given set of circumstances is not sufficient." (In re Oelrich, 212 USPQ 323, 326 (CCPA 1981)) "Under the

principles of inherency, if a structure in the prior art necessarily functions in accordance with the limitations of a process or method claim of an application, the claim is anticipated." (In re King 231 USPQ 136, 138 (Fed. Cir. 1986)) Thus, for Huberman to *inherently* disclose an object storing programming, such programming being stored within an object would have to "*necessarily*" result or follow from Huberman's disclosure, as opposed to "*probably*" or "*possibly*" result or follow from Huberman's disclosure. In light of the foregoing, it should be clear that the inherency argument posited by the Examiner fails this inherency test. That programming is stored within an object does not *necessarily* result from a description of processes operating on data. You can easily have such programming, or processes, operate on data *without* the programming, or processes, being part of objects. Indeed, Huberman discloses exactly this! Therefore, there is no inherency as to what Huberman discloses in relation to what is claimed in the claimed invention.

Because Huberman does not explicitly disclose storing programming within an object, and Huberman's disclosure of a process operating on data does not inherently disclose storing such programming within an object, Huberman does not anticipate the claimed invention for this reason as well.

Claim rejections under 35 USC 103(a)

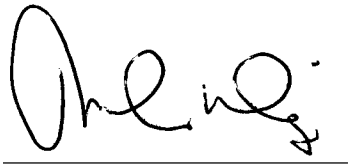
Claims 3-5 and 9-21 have been rejected under 35 USC 103(a) as being unpatentable over Huberman in view of Gindlesperger (6,397,197). Claim 8 has been rejected under 35 USC 103(a) as being unpatentable over Huberman in view of Meltzer (6,125,391). Claims 3-5 and 9 are dependent claims depending from claim 1, and therefore are patentable at least insofar as claim 1 is. Claims 10, 17, and 21 are independent claims, from which the remaining claims rejected under 35 USC 103(a) ultimately depend. Claims 10, 17, and 21 each have similar limitations as claim 1 does. Therefore, claims 10, 17, and 21 are patentable over Huber in view of Gindlesperger and/or

Meltzer, for at least the same reasons as to why claim 1 is patentable, and, as such, the claims depending from claims 10, 17, and 21 are patentable as well.

Conclusion

Applicants have made a diligent effort to place the pending claims in condition for allowance, and request that they so be allowed. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Mike Dryja, Applicant's representative, at 425-427-5094, so that such issues may be resolved as expeditiously as possible. For these reasons, and in view of the above amendments, this application is now considered to be in condition for allowance and such action is earnestly solicited.

Respectfully Submitted,



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